

RESOLUTION NO. 88-131

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE COOPERATIVE AGREEMENT WITH THE STATE DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE PROPOSED MODIFICATION OF TRAFFIC SIGNAL AT STOCKTON STREET AND KETTLEMAN LANE, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY OF LODI.

RESOLVED, that the City Council of the City of Lodi does hereby approve the Cooperative Agreement with the State Department of Transportation (CALTRANS) for the proposed modification of traffic signal at Stockton Street and Kettleman Lane, attached hereto as Exhibit A and incorporated herein by reference; and

FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute the Agreement and related documents on behalf of the City of Lodi.

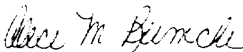
Dated: September 28, 1988

I hereby certify that Resolution No. 88-131 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 28, 1988 by the following vote:

Ayes: Council Members - Hinchamn, Reid, Snider and
Pinkerton (Mayor)

Noes: Council Members - None

Absent: Council Members - Olson


Alice M. Reimche
City Clerk

10-SJ-12 17.4
10200 - 404501
In Lodi at Stockton St
District Agreement No. 10- 813

THIS AGREEMENT, ENTERED INTO ON _____ is between the
STATE OF CALIFORNIA, acting by and through its Department of Transportation,
referred to herein as STATE, and

CITY OF LODI
a body politic and a municipal
corporation of the State of
California, referred to herein
as CITY.

RECITALS

(1) STATE and CITY contemplate modifying a traffic control signal
at the intersection of Stockton Street with State Highway Route 12, referred to
herein as "PROJECT", and desire to specify the terms and conditions under which
PROJECT is to be engineered, constructed, financed and maintained.

EXHIBIT A

SECTION ISTATE AGREES:

(1) To provide all necessary preliminary engineering, including plans and specifications, and all necessary construction engineering services for the PROJECT and to bear STATE's share of the expense thereof, as shown on Exhibit A, attached and made a part of this Agreement.

(2) To construct the PROJECT by contract in accordance with the plans and specifications of STATE.

(3) To pay an amount equal to 50% of the PROJECT construction costs, as shown on Exhibit A but in no event shall STATE's total obligation for PROJECT construction costs, under this Agreement, excluding costs referred to in Section III, Article (9), exceed the amount of \$4,916; provided that STATE may, at its sole discretion, in writing, authorize a greater amount.

(4) Upon completion of PROJECT and all work incidental thereto, to furnish CITY with a detailed statement of the portion of the engineering and construction costs to be borne by CITY, including resolution of any claims which may be filed by STATE's contractor, and to refund to CITY promptly after completion of STATE's audit any amount of CITY's deposit required in Section II, Article (1) remaining after actual costs to be borne by CITY have been deducted, or to bill CITY for any additional amount required to complete CITY's financial obligations pursuant to this Agreement.

(5) To maintain the entire traffic control signal and safety lighting as installed and pay an amount equal to 50% of the total maintenance costs, including electrical energy costs.

(6) To operate the traffic control signal as installed and pay 100% of the operation cost.

SECTION II

CITY AGREES:

(1) To deposit with STATE within 25 days of receipt of billing therefor (which billing may be forwarded immediately following STATE's bid advertising date of a construction contract for PROJECT) the amount of \$6,155, which figure represents CITY's estimated share of the expense of preliminary engineering, construction engineering, and construction costs required to complete the PROJECT, as shown on Exhibit A. CITY's total obligation for said anticipated project costs, exclusive of claims and excluding costs referred to in Section III, Article (9), under this Agreement shall not exceed the amount of \$7,078; provided that CITY may, at its sole discretion, in writing, authorize a greater amount.

(2) CITY's share of the construction cost (estimated to be \$4,275) shall be an amount equal to 50% of the total actual construction cost, including the cost of claims, the cost of STATE defense of any claims and the cost of STATE-furnished material, if any, as determined after completion of work and upon final accounting of costs.

(3) CITY's share of the expense of preliminary engineering shall be an amount equal to 22% of CITY's share of the actual final construction cost.

(4) CITY's share of the expense of construction engineering shall be an amount equal to 22% of CITY's share of the actual final construction cost.

(5) To pay STATE upon completion of all work and within 20 days of receipt of a detailed statement made upon final accounting of costs therefor, any amount over and above the aforesaid advance deposit required to complete CITY's financial obligation pursuant to this Agreement.

(6) To reimburse STATE for CITY's proportionate share of the cost of maintenance of said traffic control signal and safety lighting, such share to be an amount equal to 50% of the total maintenance costs, including electrical energy costs.

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

(1) All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission.

(2) STATE shall not award a contract for the work until after receipt of CITY's deposit required in Section II, Article (1).

(3) Should any portion of the PROJECT be financed with Federal funds or State gas tax funds, all applicable procedures and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.

(4) After opening of bids, CITY's estimate of cost will be revised based on actual bid prices. CITY's required deposit under Section II, Article (1) above will be increased or decreased to match said revised estimate. If deposit increase or decrease is less than \$1,000, no refund or demand for additional deposit will be made until final accounting.

(5) After opening bids for the PROJECT and if bids indicate a cost overrun of no more than 15% of the estimate will occur, STATE may award the contract.

(6) If, upon opening of bids, it is found that a cost overrun exceeding 15% of the estimate will occur, STATE and CITY shall endeavor to agree upon an alternative course of action. If, after 30 days, an alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent pursuant to Article (8) of this Section III.

(7) Prior to award of the construction contract for the PROJECT, CITY may terminate this Agreement by written notice, provided that CITY pays STATE for all costs incurred by STATE.

(8) If termination of this Agreement is by mutual agreement, STATE will bear 50% and CITY will bear 50% of all costs incurred prior to termination, except that any utility relocation costs shall be prorated in accordance with STATE's/CITY's responsibility for utility relocation costs.

(9) If existing public and/or private utilities conflict with the construction of the PROJECT, STATE will make all necessary arrangements with the owners of such utilities for their protection, relocation or removal. STATE will inspect the protection, relocation or removal, which if there are costs of such protection, relocation or removal which STATE and CITY must legally pay, STATE and CITY will share in the cost of said protection, relocation or removal, plus cost of engineering overhead and inspection, in the amount of 50% STATE and 50% CITY. Required protection, relocation or removal of utilities shall be performed in accordance with STATE policy and procedure.

(10) Upon completion of all work under this Agreement, ownership and title to all signal, materials, equipment and appurtenances installed will be jointly shared in the ratio of 50% STATE and 50% CITY.

(11) The cost of any engineering or maintenance referred to herein shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE's standard accounting procedures.

(12) Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

(13) Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to CITY under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to CITY under this Agreement.

(14) That, in the construction of said work, STATE will furnish a representative to perform the functions of a Resident Engineer, and CITY may, at no cost to STATE, furnish a representative, if it so desires, and that said representative and Resident Engineer will cooperate and consult with each other, but the decisions of STATE's engineer shall prevail.

(15) That execution of this Agreement by CITY grants to STATE the right to enter upon CITY owned lands to construct the PROJECT referred to herein.

(16) That this Agreement shall terminate upon completion and acceptance of the PROJECT construction contract by STATE or on December 30, 1989, whichever is earlier in time; however, the ownership and maintenance clauses shall remain in effect until terminated, in writing, by mutual agreement. Should any claim arising out of this PROJECT be asserted against STATE, CITY agrees to extend the termination date of this Agreement and provide additional funding as required to cover CITY's proportionate share of costs or execute a subsequent agreement to cover those eventualities.

STATE OF CALIFORNIA
Department of Transportation

ROBERT K. BEST
Director of Transportation

By _____
District Director

CITY OF LODI

By _____
Mayor

Attest _____
City Clerk

Approved as to form and procedure

Attorney, Department of Transportation

Certified as to funds and procedure

Approved as to form _____
Bob McNatt
City Attorney

Date: SEP 20 1988

10-SJ-12 17.4
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District Agreement No. 10-

EXHIBIT A
ESTIMATE OF COST

<u>Description</u>	<u>Total Est Cost</u>	<u>City's Share</u>	<u>State's Share</u>
Construction Cost			
Signals	\$ 8,550	\$ 4,275	\$ 4,275
Engineering Cost - Signals			
Prelim Engr (Non-Labor) 3.1% of Const Cost	264	132	132
Prelim Engr (Labor only) 12.7% of Constr Cost	1,086	543	543
Prelim Engr (Overhead) 49% of 12.7% - 6.2% of Const Cost	530	265	265
Const Engr (Non-Labor) 5.0% of Const Cost	428	214	214
Const Engr (Labor only) 11.4% of Constr Cost	974	487	487
Const Engr (Overhead) 49% of 11.4% = 5.6% of Const Cost	<u>478</u>	<u>239</u>	<u>239</u>
TOTAL	\$12,310	\$ 6,155	\$ 6,155